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8 OCEANSIDE HEALTH PRODUCTS LLC

9
10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

12 OCEANSIDE HEALTH PRODUCTS
13 LLC, a California limited liability
company,

14 Plaintiff,

15 v.

16 DVIR DERI LLC d/b/a PRIME –
17 GLOBAL, a New Jersey limited
liability company; and DOES 1-10,
inclusive,

18 Defendants.

Case No. 8:23-cv-00008-DOC-DFM

**DECLARATION OF AMY
BELANGER IN SUPPORT OF
OCEANSIDE HEALTH
PRODUCTS, LLC'S OPPOSITION
TO DEFENDANT DVIR DERI
LLC'S MOTION TO DISMISS
COMPLAINT FOR LACK OF
JURISDICTION**

Complaint Filed: January 3, 2023

1 I, Amy Belanger, declare as follows:

2 1. I am the Director of Brand Management for Plaintiff Oceanside Health
3 Products, LLC ("Oceanside"). This Declaration is submitted in support of
4 Oceanside's Opposition to the Motion to Dismiss the Complaint filed by Defendant
5 DVIR DERI LLC d/b/a Prime – Global ("Defendant"). The facts set forth herein are
6 true and correct of my own personal knowledge and, if called as a witness, I could
7 and would competently testify thereto under oath.

8 2. In my capacity as Director of Brand Management for Oceanside, I am
9 personally familiar with the activities of Oceanside. Oceanside is based in
10 California, with it's principal place of business in Orange, California.

11 3. As a California-based e-commerce brand management company,
12 Oceanside contracts with Detoxify, LLC ("Detoxify") to, among other things,
13 distribute Detoxify's healthy detoxification products (the "Detoxify Products"). The
14 Detoxify Products are associated with the Detoxify brand and registered trademarks
15 with the United States Patent and Trademark Office, including but not limited to
16 Registration #1898539 (the "Detoxify Trademarks").

17 4. Oceanside entered into an exclusive distribution agreement with
18 Detoxify to ensure that products sold on the Amazon.com United States platform
19 (the "Amazon Platform") are sold solely through authorized distribution channels.
20 In addition, Oceanside has entered into a Limited Power of Attorney to Enforce
21 Product Distribution and Trademarks of Detoxify, LLC, whereby Detoxify
22 authorized Oceanside to, among other things, initiate legal action on Detoxify's
23 behalf against any sellers who wrongfully divert Detoxify's products and/or infringe
24 Detoxify's intellectual property rights covered by the exclusive distribution
25 agreement between Oceanside and Detoxify. A true and correct copy of the Limited
26 Power of Attorney to Enforce Product Distribution and Trademarks of Detoxify,
27 LLC is attached hereto as **Exhibit A**.

1 5. In the course of monitoring unauthorized online sales of Detoxify
2 Products from California, Oceanside discovered Detoxify Products bearing the
3 Detoxify Trademarks being illegally sold through Defendant's online storefront,
4 "Prime – Global," on the Amazon Platform.

5 6. Defendant has not been approved to sell the Detoxify Products on the
6 Amazon Platform, and the products advertised and sold on the Amazon Platform by
7 Defendant are not authorized for by Oceanside or Detoxify.

8 7. Defendant's intentional conduct of listing, advertising and selling
9 Detoxify Products bearing the Detoxify Trademarks on the Amazon Platform has
10 been designed to disrupt Oceanside's contract with Detoxify, and has caused a
11 disruption in Oceanside's contractual relationship with Detoxify.

12 8. Oceanside provided express notice to Defendant of the exclusive
13 distribution agreement it had with Detoxify. Oceanside caused a Cease and Desist
14 Letter to be sent from California to Defendant on October 28, 2022. In addition,
15 Oceanside caused a Cease and Desist Letter to be sent from counsel for Oceanside
16 located in Irvine, California, to Defendant on December 6, 2022. The Cease and
17 Desist Letters explicitly provided notice to Defendant of Oceanside's exclusive
18 agreement to sell and distribute the Detoxify Products on the Amazon Platform.

19 9. Defendant was listing, advertising and selling products on the Amazon
20 Platform bearing the Detoxify Trademarks, including advertising listings for 1604
21 units of Detoxify Products under numerous listings directly through Defendant's
22 online storefront on the Amazon Platform.

23 10. Oceanside has performed test buys of several of these listings.
24 Oceanside has placed orders directly through Defendant's online storefront on the
25 Amazon Platform from its office in California. When doing so, Oceanside
26 identified its California office as both the shipping and billing address for the orders.
27 As a result of Defendant processing the orders, Oceanside received products
28 delivered to Oceanside's California office and fulfilled by Amazon.

1 11. Fulfillment by Amazon is an Amazon-based inventory and fulfillment
2 service that ships the seller's inventory to the shipping addresses included in valid
3 customer orders, or submitted as part of a Fulfillment Request. Amazon's seller
4 terms of service provide: "To deliver your products as quickly as possible to buyers,
5 [Amazon] distribute[s] your inventory across our network of fulfillment centers
6 based on your shipment volume and customer demand ... your shipment may be
7 divided into multiple shipments, each directed to a different receive center or
8 fulfillment center." A true and correct copy of the relevant portion of Amazon's
9 terms of service is attached hereto as **Exhibit B**. Sellers that establish an online
10 store through Amazon and utilize Fulfillment by Amazon do not have the ability to
11 turn on or turn off sales to certain states under Amazon's Fulfillment by Amazon
12 terms and conditions. This means that sellers that utilize Amazon's fulfillment
13 services, including Defendant, elect to have inventory stored, shipped, and otherwise
14 fulfilled from Amazon Fulfillment Centers located in California when they process
15 orders from anywhere in California.

16 12. Among the test buy orders placed by Oceanside from California,
17 Defendant accepted, processed and caused Amazon to fulfill the orders placed
18 directly through Defendant's online storefront on the following dates: July 15, 2022,
19 November 9, 2022, November 23, 2022, December 1, 2022, and March 21, 2023.

20 13. On July 15, 2022, Oceanside caused "Amazon order number: 111-
21 7882413-5080229" to be placed directly through Defendant's online storefront and
22 identified as Amazon seller "Prime – Global." Both the shipping address and billing
23 address identified for the order are listed as 2326 N. Batavia St. Ste 120, Orange,
24 California 92865-2020. A true and correct copy of the July 15, 2022 Order Details
25 is attached hereto as **Exhibit C**.

26 14. Shortly thereafter, "Amazon order number: 111-7882413-5080229"
27 sold by Defendant was delivered to 2326 N. Batavia St. Ste 120, Orange, California
28

1 92865-2020. A true and correct copy of the July 15, 2022 Order Details, Shipment
2 Details is attached hereto as **Exhibit D**.

3 15. Again, on November 9, 2022, Oceanside caused "Amazon order
4 number: 112-2136180-1928206" to be placed directly through Defendant's online
5 storefront and identified as Amazon seller "Prime – Global." Both the shipping
6 address and billing address identified for the order are listed as 2326 N. Batavia St.
7 Ste 120, Orange, California 92865-2020. A true and correct copy of the November
8 9, 2022 Order Details is attached hereto as **Exhibit E**.

9 16. Thereafter, on November 14, 2022, "Amazon order number: 112-
10 2136180-1928206" sold by Defendant was delivered to 2326 N. Batavia St. Ste 120,
11 Orange, California 92865-2020. A true and correct copy of the November 9, 2022
12 Order Details, Delivery Confirmation is attached hereto as **Exhibit F**.

13 17. On November 23, 2022, Oceanside caused "Amazon order number:
14 112-8687913-3483404" to be placed directly through Defendant's online storefront
15 and identified as Amazon seller "Prime – Global." Both the shipping address and
16 billing address identified for the order are listed as 2326 N. Batavia St. Ste 120,
17 Orange, California 92865-2020. A true and correct copy of the November 23, 2022
18 Order Details is attached hereto as **Exhibit G**.

19 18. On November 28 and 29, 2022, "Amazon order number: 112-8687913-
20 3483404" sold by Defendant was delivered to 2326 N. Batavia St. Ste 120, Orange,
21 California 92865-2020. A true and correct copy of the November 23, 2022 Order
22 Details, Delivery Confirmation is attached hereto as **Exhibit H**.

23 19. On December 1, 2022, Oceanside caused "Amazon order number: 112-
24 7317085-1804268" to be placed directly through Defendant's online storefront and
25 identified as Amazon seller "Prime – Global." Both the shipping address and billing
26 address identified for the order are listed as 2326 N. Batavia St. Ste 120, Orange,
27 California 92865-2020. A true and correct copy of the December 1, 2022 Order
28 Details is attached hereto as **Exhibit I**.

1 20. On December 12 and 13, 2022, "Amazon order number: 112-7317085-
2 1804268" sold by Defendant was delivered to 2326 N. Batavia St. Ste 120, Orange,
3 California 92865-2020. A true and correct copy of the December 1, 2022 Order
4 Details, Delivery Confirmation is attached hereto as **Exhibit J**.

5 21. On March 21, 2023, Oceanside caused "Amazon order number: 112-
6 3119192-3081862" to be placed directly through Defendant's online storefront and
7 identified as Amazon seller "Prime – Global." Both the shipping address and billing
8 address identified for the order are listed as 2326 N. Batavia St. Ste 120, Orange,
9 California 92865-2020. A true and correct copy of the March 21, 2023 Order
10 Details is attached hereto as **Exhibit K**.

11 22. On March 23, 2023, "Amazon order number: 112-3119192-3081862"
12 sold by Defendant was delivered to 2326 N. Batavia St. Ste 120, Orange, California
13 92865-2020. A true and correct copy of the March 21, 2023 Order Details, Delivery
14 Confirmation is attached hereto as **Exhibit L**.

15 23. As a California-based e-commerce company, Oceanside not only
16 discovered the illegal sale of Detoxify Products being sold through Defendant's
17 online storefront while monitoring unauthorized online sales of Detoxify Products
18 from its California office, but also received delivery of all of the test buys orders
19 placed through Defendant's online storefront on the Amazon Platform at its
20 California office.

21
22 I declare under penalty and perjury under the laws of the United States of
23 America that the foregoing is true and correct.

24
25 Executed on April 17, 2023, at Orange, California.

26
27 

28 _____
Amy Belanger

EXHIBIT A

LIMITED POWER OF ATTORNEY TO ENFORCE PRODUCT DISTRIBUTION AGREEMENT AND TRADEMARKS OF DETOXIFY, LLC

This Limited Power of Attorney (the “**POA**”) is effective as of June 4, 2020. The parties are **Detoxify, LLC**, hereinafter “Owner” and **Oceanside Health Products LLC**, hereinafter “Distributor.” Owner and Distributor may herein be referred to collectively as the “Parties” or individually as a “Party”.

Owner and Distributor previously entered into a Product Distribution Agreement, effective as of June 4, 2020 (the “**Product Distribution Agreement**”), which granted Distributor an exclusive right to sell Owner’s product on Amazon pursuant to the terms of the Product Distribution Agreement.

Owner and Distributor have continued to encounter resellers on Amazon who: (1) are selling Owner’s product in violation of the exclusive rights granted under the Product Distribution Agreement and/or, (2) are infringing on Owner’s trademarks.

Owner and Distributor desire to enter into the POA to enable Distributor to better enforce its exclusive rights under the Product Distribution Agreement and to enforce Owner’s trademarks (on Owner’s behalf) in instances where resellers are infringing on those trademarks.

Therefore, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

Owner hereby designates and appoints Distributor and its duly authorized officers and agents as a limited attorney-in-fact who shall have full power and authority to undertake and perform the following acts on Owner’s behalf:

- (i.) to send cease and desist letters on Owner’s behalf to any sellers who sell Owner’s products in violation of the Product Distribution Agreement and/or infringe Owner’s intellectual property rights covered in the Product Distribution Agreement;
- (ii.) to initiate legal action on Owner’s behalf against any sellers who wrongfully divert Owner’s products and/or infringe Owner’s intellectual property rights covered in the Product Distribution Agreement; and
- (iii.) to enforce contractual agreements between Owner and its wholesalers and distributors with respect to Owner’s products covered by the Product Distribution Agreement.

This POA is strictly limited to enforcing the terms of the provisions herein, and by entering into this POA, Owner is not entering into or creating an attorney-client relationship with Distributor’s attorneys. This POA shall be effective as of June 24, 2020, the effective date of the Product Distribution Agreement, and shall continue in

full force and effect during the duration of the Product Distribution Agreement. Owner may at any time or by any manner revoke this POA by giving five (5) business days written notice via electronic mail to Paul Baeyens or certified mail to OCS at 2326 N. Batavia St. #120, Orange, CA 92865.

Pursuant to this POA, Distributor will recommend to Owner legal actions that could be taken when evidence of product diversion and/or trademark infringement becomes known to Distributor. Owner and Distributor will then work together to determine what legal actions, if any, to take, and whose counsel will take those actions. In the event Owner and Distributor cannot agree on what legal actions to take, Owner or Distributor may take legal action on their own behalf pursuant to the Production Distribution Agreement and/or this POA. Owner and Distributor understand and agree that, unless they mutually agree, Owner and Distributor shall be individually responsible for the payment of any costs and legal fees incurred for actions taken on their behalf and at their individual direction.

OWNER



Keyvan Taheri
CEO of Detoxify, LLC

DISTRIBUTOR



Paul Baeyens
CEO of Oceanside Health Products, LLC

EXHIBIT B

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2023 US FBA fulfillment fee changes

► FBA fees

► FBA Subscribe & Save

FBA Inventory Placement Service

How Amazon receives and stores your inventory

► FBA customer service

► FBA Global Selling

► FBA repackaging and refurbishment services

► FBA Small and Light

Extra-large FBA inventory

FBA inventory storage overage fees

► Remote Fulfillment with FBA

Need more help?

Visit Seller Forums

Get Support

Seller Central Help > Get started with Fulfillment by Amazon (FBA) >
FBA features, services, and fees > FBA Inventory Placement Service

FBA Inventory Placement Service

FEEDBACK

On this page

[Inventory placement settings](#)

[Inventory placement exceptions](#)

[Inventory Placement Service fees](#)

By default, when you create a shipping plan, your shipment may be divided into multiple shipments, each directed to a different receive center or fulfillment center (referred to as distributed inventory placement). The fulfillment centers are selected based on the products you're shipping and where you are shipping from. By having your inventory spread across multiple fulfillment centers across the country, customers who buy your product may receive it faster than they would if your inventory was located farther away.

To better spread your products, Amazon may route your shipment through a receive center, which receives units and then reships them to other fulfillment centers in our network. Your products are available for sale as soon as we successfully receive them at any of our receive centers or fulfillment centers. Units that are being reshipped to other fulfillment centers are available for customers to buy, but customers may be shown a future ship date if no other units are available for immediate fulfillment.

You can sign up for the Inventory Placement Service and send all of your eligible inventory to a single receive center or fulfillment center (see the **Inventory placement exceptions** section below). When the shipment arrives, it is split up and sent to different fulfillment centers for you. A per-item service fee applies.

When you use the Inventory Placement Service, the destination receive center or fulfillment center is determined by Amazon. You cannot choose the receive center or fulfillment center to which you send your shipment. The destination chosen by Amazon may vary from shipment to shipment.

Inventory placement settings

To change your inventory placement settings:

1. Under **Settings**, select [Fulfillment by Amazon](#).
2. Under **Inbound Settings**, click **Edit**.
3. Under **Inventory Placement Option**, select **Inventory Placement Service**.
4. Click **Update**.

FEEDBACK

Tip: Any in-progress shipments are not affected when you change your inventory placement option. The new setting applies only to shipments created after you update your settings. In order to apply this change to your current shipment, delete the shipping plan and then re-create it after you change your settings. To quickly re-create your shipping plan, in the **Shipping Queue**, select **Deleted/canceled**, and then click the shipping plan that you want. On the **Send/Replenish Inventory** page, at the bottom left, click **Duplicate**.

Inventory placement exceptions

If you sign up for the Inventory Placement Service, most of your standard-size items will be directed to a single receive center or fulfillment center. However, items in the following categories may be directed to a different receive center or fulfillment center even if you use the Inventory Placement Service:

- Apparel
- Jewelry
- Shoes
- Media
- Inventory tracked with a manufacturer barcode
- Oversize items
- Amazon prep required
- Amazon labeling required
- Hazardous materials

Tip: When you add products to a shipment one at a time from your inventory list, the destination fulfillment center is re-evaluated every time. For best results, choose all of the items that you want to include in a shipment at the same time from the **Manage Inventory** page, and then select **Send/replenish inventory** from the **Actions on** menu.

Inventory Placement Service fees

Standard size (per item)	
1 lb or less	\$0.30
1-2 lb	\$0.40

FEEDBACK

Standard size (per item)	
Over 2 lb	\$0.40 + \$0.10/lb above the first 2 lb
Oversize (per item)	
5 lb or less	\$1.30
Over 5 lb	\$1.30 + \$0.20/lb above the first 5 lb

Note: The weight used to calculate the per-item fee is the dimensional weight or unit weight (whichever is greater) for large standard-size non-media items weighing more than 1 lb and for all small, medium, and large oversize units. The unit weight is the weight of an individual item. The dimensional weight is the volume (based on length x width x height in inches) divided by 139. Amazon may verify the weight and dimensions of a product using representative samples. Amazon’s information about a product’s weight and dimensions will be used to calculate fees if there is a difference between Amazon’s information and a seller’s information. Amazon may change its information about a product’s weight and dimensions from time to time to reflect updated measurements. Fees based on the weight and dimensions of a product are calculated using Amazon’s information about the weight and dimensions of that product at the time the fee is calculated.

Your participation in this service is subject to the [FBA Inventory Placement Service Terms and Conditions](#).

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Troubleshoot receiving issues

Deleted, misrouted, and incomplete shipments

FBA Address Tips

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Resolving inbound performance alerts

Send to Amazon: Box content information Excel file common errors

Serial number tracking for FBA shipments to buyers

► FBA policies and requirements

► FBA features, services, and fees

► FBA inventory

► Multi-Channel Fulfillment: Fulfill orders for your sales channels

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Ship products to Amazon > FBA troubleshooting and FAQ >
Deleted, misrouted, and incomplete shipments

FEEDBACK

Deleted, misrouted, and incomplete shipments

To deliver your products as quickly as possible to buyers, we distribute your inventory across our network of fulfillment centers based on your shipment volume and customer demand. As a result, when you create a shipping plan, your shipment may be divided into multiple shipments, each directed to a different receive center or fulfillment center (a process called distributed inventory placement).

Once you approve a shipping plan on your [Review shipments](#) page, we begin preparing for the arrival of your inventory, and we rely on your approved plan to coordinate our operations.

The following actions lead to additional processing, handling, and rerouting, which can delay the receipt of your inventory and its availability for sale:

- Deleting shipping plans after you've approved them
- Misrouting shipments
- Sending incomplete shipments, such as shipments that are in canceled or deleted status

To avoid these risks, adhere to the shipment policies below.

FBA shipment policy

Once you approve a shipping plan, you are required to ship your products to Amazon as stated in that plan, including sending the stated quantity of each product in that plan to the assigned Amazon facility.

You may not delete some of the shipments in a multi-destination shipping plan after you approve that plan. If you delete portions of a shipping plan, or if we don't receive all of the shipments in your approved multi-destination plan within 30 days after the first shipment in that plan arrives at our facilities, we will notify you that your shipments aren't compliant with this policy. (The exception is if one or more of your shipments is delayed solely because of the action or omission of an Amazon partnered carrier).

make sure that you and your carrier are aware of the requirements for shipping to Amazon, including the need to schedule delivery appointments. To learn more, go to [Carrier requirements for LTL and FTL deliveries](#).

If you want to change a shipping plan after you approve it, you must delete all of the shipments in that plan before you begin shipping any portion of it.

Note: We understand that small changes in shipment quantity can happen due to normal business fluctuations. You can edit the number of units in a shipment by up to 5% above or below the original amount, up to six units. You will not be able to remove the units from your plan once you have approved it.

Tip: You can choose to sign up for the [FBA Inventory Placement Service](#) and send all of your eligible inventory to a single receive center or fulfillment center, to be determined by Amazon. A per-unit fee applies.

If you continue to send shipments that aren't compliant with this policy after we send an initial notice, we may suspend your ability to send additional shipments to us until you acknowledge this policy and provide us with an acceptable [plan of action](#) to ensure that your future shipments to us will be compliant with this policy.

Note: Effective April 1, 2022, if you continue to send canceled or deleted shipments to Amazon fulfillment centers, your shipments may be rejected and we may suspend your ability to send us additional shipments.

Amazon Marketplace Web Service (MWS)

The [Amazon Marketplace Web Service API](#) may group items that you want to send to Amazon's fulfillment network into multiple shipments based on specific criteria. For example, products that you prep yourself must be sent in a separate shipment from products that are prepped using the [FBA Prep Service](#).

When you use [CreateInboundShipmentPlan](#), you provide Amazon with key information that we use to create shipping plans for your items. Multiple shipping plans might be required to increase the availability of items across Amazon's fulfillment network. We recommend that you create listings for all of the items that you want to include in a shipment plan before using

Shipments that comply with FBA policy can be received at fulfillment centers more quickly, and your inventory can be made available for sale sooner. When multiple shipping plans are created, you must approve all shipments in the plan, then ship inventory according to each shipping plan. You cannot ignore, delete, or abandon units in any shipping plan.

If you delete parts of a shipping plan, or if we don't receive every shipment in your multi-destination plan within 30 days after the first shipment arrives at Amazon, you will be notified by email. (The exception is if one or more of your shipments is delayed solely because of an action or omission by an Amazon partnered carrier.)

To make changes to the shipments, you must delete each shipment in the plan before you begin shipping any part of it.

Note: We realize that small changes in shipment quantity can occur. You can edit the number of units within a shipment by up to 5% above or below the original amount, up to 10 units. You cannot remove units from your plan once you have approved it.

If you continue to send noncompliant shipments after your first email notification, we may suspend your ability to send more shipments until you take the following steps:

1. Acknowledge FBA policy in an email to us
2. Provide an acceptable plan of action to ensure that future shipments comply with Amazon policy

Note: Effective April 1, 2022, if you continue to send canceled or deleted shipments to Amazon fulfillment centers, your shipments may be rejected and we may suspend your ability to send us additional shipments.

Was this article helpful?

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No

Help

Program Policies

English



Download the Amazon Seller mobile app

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FEEDBACK

EXHIBIT C

Details for Order #111-7882413-5080229

[Print this page for your records.](#)**Order Placed:** July 15, 2022**Amazon.com order number:** 111-7882413-5080229**Order Total: \$118.49****Not Yet Shipped****Items Ordered****Price**

1 of: *Detoxify – Xxtra Clean Herbal – Tropical Fruit Flavor - 20 oz – Professionally Formulated Extra Strength Herbal Detox Drink – Enhanced with Ginseng Extract & Milk Thistle Extract - Plus Sticker* \$29.99

Sold by: Prime - Global ([seller profile](#))

Condition: New

1 of: *Detoxify Mega Clean Herbal Cleanse – Tropical Flavor – 32 oz – Professionally Formulated Herbal Detox Drink – Enhanced with Milk Thistle Extract, Ginseng Root Extract & Guarana Seed Extract* \$39.99

Sold by: Prime - Global ([seller profile](#))

Condition: New

1 of: *Detoxify Mega Clean Herbal Cleanse – Tropical – 32 oz – Professionally Formulated Herbal Detox Drink – Enhanced with Milk Thistle, Ginseng Root & Guarana Seed – Plus Sticker* \$39.99

Sold by: Prime - Global ([seller profile](#))

Condition: New

Shipping Address:

Luis Molina bb
2326 N BATAVIA ST STE 120
ORANGE, CA 92865-2020
United States

Shipping Speed:

FREE Prime Delivery

Payment information**Payment Method:**

Visa | Last digits: 1946

Item(s) Subtotal: \$109.97

Shipping & Handling: \$0.00

Total before tax: \$109.97

Estimated tax to be collected: \$8.52

Grand Total:\$118.49**Billing address**

Luis Molina bb
2326 N BATAVIA ST STE 120
ORANGE, CA 92865-2020
United States

To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2022, Amazon.com, Inc. or its affiliates

EXHIBIT D

[Your Account](#) › [Your Orders](#) › [Order Details](#)

Order Details

Ordered on July 15, 2022 | Order# 111-7882413-5080229

[View or Print invoice](#)

Shipping Address

Luis Molina bb
2326 N BATAVIA ST STE 120
ORANGE, CA 92865-2020
United States

Payment Method

 **** 1946

Order Summary

Item(s) Subtotal:	\$109.97
Shipping & Handling:	\$0.00
Total before tax:	\$109.97
Estimated tax to be collected:	\$8.52
Grand Total:	\$118.49

▼ Transactions

2 Shipments




Detoxify – Xtra Clean Herbal – Tropical Fruit Flavor - 20 oz – Professionally Formulated Extra Strength Herbal Detox Drink – Enhanced with Ginseng Extract & Milk Thistle Extract - Plus Sticker

Sold by: Prime-Global

Return window closed on Aug 17, 2022

~~\$29.99~~

Condition: New

 Buy it again

[Write a product review](#)

[Archive order](#)




Detoxify Mega Clean Herbal Cleanse – Tropical Flavor – 32 oz – Professionally Formulated Herbal Detox Drink – Enhanced with Milk Thistle Extract, Ginseng Root Extract & Guarana Seed Extract

Sold by: Prime-Global

Return window closed on Aug 17, 2022

~~\$39.99~~

Condition: New

 Buy it again

[Write a product review](#)

[Archive order](#)



Detoxify Mega Clean Herbal Cleanse – Tropical – 32 oz – Professionally Formulated Herbal Detox Drink – Enhanced with Milk Thistle, Ginseng Root & Guarana Seed – Plus Sticker

Sold by: Prime-Global

Return window closed on Aug 18, 2022

~~\$39.99~~

Condition: New

 Buy it again

EXHIBIT E

Final Details for Order #112-2136180-1928206
[Print this page for your records.](#)

Order Placed: November 9, 2022
Amazon.com order number: 112-2136180-1928206
Order Total: \$24.77

Shipped on November 11, 2022

Items Ordered	Price
1 of: <i>Detoxify – Xtra Clean Herbal – Tropical Fruit Flavor - 20 oz – Professionally Formulated Extra Strength Herbal Detox Drink – Enhanced with Ginseng Extract & Milk Thistle Extract - Plus Sticker</i>	\$22.99

Sold by: Prime-Global ([seller profile](#))

Condition: New

Shipping Address:

Luis Molina P
2326 N BATAVIA ST STE 120
ORANGE, CA 92865-2020
United States

Shipping Speed:

Two-Day Shipping

Payment information

Payment Method:

Visa | Last digits: 1946

Item(s) Subtotal: \$22.99
Shipping & Handling: \$0.00

Billing address

Luis Molina P
2326 N BATAVIA ST STE 120
ORANGE, CA 92865-2020
United States

Total before tax: \$22.99
Estimated tax to be collected: \$1.78

Grand Total:\$24.77

Credit Card transactions

Visa ending in 1946: November 11, 2022:\$24.77

To view the status of your order, return to [Order Summary](#).

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EXHIBIT F

[Your Account](#) > [Your Orders](#) > [Order Details](#)

Order Details

Ordered on November 9, 2022 | Order# 112-2136180-1928206

[View or Print invoice](#)

Shipping Address	Payment Method	Order Summary
Luis Molina P 2326 N BATAVIA ST STE 120 ORANGE, CA 92865-2020 United States	 **** 1946	Item(s) Subtotal: \$22.99 Shipping & Handling: \$0.00 Total before tax: \$22.99 Estimated tax to be collected: \$1.78 Grand Total: \$24.77
Transactions		

Delivered Nov 14, 2022




Detoxify – Xtra Clean Herbal – Tropical Fruit Flavor - 20 oz – Professionally Formulated Extra Strength Herbal Detox Drink – Enhanced with Ginseng Extract & Milk Thistle Extract - Plus Sticker

Sold by: [Prime-Global](#)

Return window closed on Jan 31, 2023

~~\$22.99~~

Condition: New

 Buy it again

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EXHIBIT G

**Details for Order #112-8687913-3483404**[Print this page for your records.](#)**Order Placed:** November 23, 2022**Amazon.com order number:** 112-8687913-3483404**Order Total: \$85.10****Not Yet Shipped****Items Ordered**

1 of: *Detoxify Ever Clean Cleansing Program – Honey Tea Flavor – (5) x 4oz bottles | Professionally Formulated 5-Day Longer Term Cleansing Solution | Enhanced With Green Tea, Vitamins & Minerals* **Price** \$39.99

Sold by: Prime - Global ([seller profile](#))

Condition: New

1 of: *Detoxify Mega Clean Herbal Cleanse – Tropical Flavor – 32 oz – Herbal Detox Drink – Enhanced with Milk Thistle Extract, Ginseng Root & Guarana Seed Extract - Plus Sticker* **Price** \$38.99

Sold by: Prime - Global ([seller profile](#))

Condition: New

Shipping Address:

Jack Sellas P
2326 N BATAVIA ST STE 120
ORANGE, CA 92865-2020
United States

Shipping Speed:

Two-Day Shipping

Payment information**Payment Method:**

Visa ending in 1946

Item(s) Subtotal: \$78.98

Shipping & Handling: \$0.00

Total before tax: \$78.98

Estimated tax to be collected: \$6.12

Grand Total:\$85.10**Billing address**

Jack Sellas P
2326 N BATAVIA ST STE 120
ORANGE, CA 92865-2020
United States

To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2022, Amazon.com, Inc. or its affiliates

EXHIBIT H

[Your Account](#) > [Your Orders](#) > [Order Details](#)

Order Details

Ordered on November 23, 2022 | Order# 112-8687913-3483404

[View or Print invoice](#)

Shipping Address

Jack Sellas P
2326 N BATAVIA ST STE 120
ORANGE, CA 92865-2020
United States

Payment Method

 **** 1946

Order Summary

Item(s) Subtotal:	\$78.98
Shipping & Handling:	\$0.00
Total before tax:	\$78.98
Estimated tax to be collected:	\$6.12
Grand Total:	\$85.10

▼ [Transactions](#)

2 Shipments

Delivered Nov 28, 2022




Detoxify Ever Clean Cleansing Program – Honey Tea Flavor – (5) x 4oz bottles | Professionally Formulated 5-Day Longer Term Cleansing Solution | Enhanced With Green Tea, Vitamins & Minerals

Sold by: [Prime-Global](#)

Return window closed on Jan 31, 2023

~~\$39.99~~

Condition: New

 Buy it again

[Write a product review](#)

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Delivered Nov 29, 2022



Detoxify Mega Clean Herbal Cleanse – Tropical Flavor – 32 oz – Herbal Detox Drink – Enhanced with Milk Thistle Extract, Ginseng Root & Guarana Seed Extract - Plus Sticker

Sold by: [Prime-Global](#)

Return window closed on Jan 31, 2023

~~\$38.99~~

Condition: New

 Buy it again

[Write a product review](#)

[Archive order](#)

EXHIBIT I

Details for Order #112-7317085-1804268
[Print this page for your records.](#)

Order Placed: December 1, 2022
Amazon.com order number: 112-7317085-1804268
Order Total: \$176.68

Not Yet Shipped

Items Ordered	Price
1 of: <i>Detoxify Mega Clean Herbal Cleanse – Tropical – 32 oz – Professionally Formulated Herbal Detox Drink – Enhanced with Milk Thistle, Ginseng Root & Guarana Seed – Plus Sticker</i> Sold by: Prime - Global (seller profile)	\$37.96

Condition: New
1 of: *Detoxify – Green Clean Herbal Cleanse - Honey Tea Flavor – (2) x 4 oz Bottles – Herbal Detox Drink – Burdock Root Extract & Green Tea Metaboost - Plus Sticker*
Sold by: Prime - Global ([seller profile](#)) \$29.04

Condition: New
1 of: *Detoxify – Mega Clean NT Herbal Cleanse – Tropical – 32 oz – Professionally Formulated Herbal Detox Drink – Enhanced with MetaBoost Eliminating Need for PreCleanse – Plus Sticker*
Sold by: Prime - Global ([seller profile](#)) \$49.99

Condition: New
1 of: *Detoxify Mighty Clean Herbal Cleanse – Tropical – (3) x 8 oz Bottles – Formulated Herbal Cleanse – 4 Factor Full Cleansing System – Plus Sticker!*
Sold by: Prime - Global ([seller profile](#)) \$46.99

Condition: New

Shipping Address:

Jack Sellas P
2326 N BATAVIA ST STE 120
ORANGE, CA 92865-2020
United States

Shipping Speed:

Two-Day Shipping

Payment information

Payment Method:

Visa | Last digits: 1946

Item(s) Subtotal: \$163.98
Shipping & Handling: \$0.00

Billing address

Jack Sellas P
2326 N BATAVIA ST STE 120
ORANGE, CA 92865-2020
United States

Total before tax: \$163.98
Estimated tax to be collected: \$12.70

Grand Total: \$176.68

To view the status of your order, return to [Order Summary](#).

EXHIBIT J

[Your Account](#) › [Your Orders](#) › [Order Details](#)

Order Details

Ordered on December 1, 2022 | Order# 112-7317085-1804268

[View or Print invoice](#)

Shipping Address

Jack Sellas P
2326 N BATAVIA ST STE 120
ORANGE, CA 92865-2020
United States

Payment Method

 **** 1946

Order Summary

Item(s) Subtotal:	\$163.98
Shipping & Handling:	\$0.00
Total before tax:	\$163.98
Estimated tax to be collected:	\$12.70
Grand Total:	\$176.68

▼ [Transactions](#)

3 Shipments

Delivered Dec 13, 2022

Your package was delivered. It was handed directly to a resident.




Detoxify Mega Clean Herbal Cleanse – Tropical – 32 oz – Professionally Formulated Herbal Detox Drink – Enhanced with Milk Thistle, Ginseng Root & Guarana Seed – Plus Sticker

Sold by: [Prime-Global](#)

Return window closed on Jan 31, 2023

~~\$37.96~~

Condition: New

 Buy it again

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Detoxify – Green Clean Herbal Cleanse – Honey Tea Flavor – (2) x 4 oz Bottles – Herbal Detox Drink – Burdock Root Extract & Green Tea Metaboost – Plus Sticker

Sold by: [Prime-Global](#)

Return window closed on Jan 31, 2023

~~\$29.04~~

Condition: New

 Buy it again

Delivered Dec 12, 2022

Your package was delivered. It was handed directly to a resident.




Detoxify – Mega Clean NT Herbal Cleanse – Tropical – 32 oz – Professionally Formulated Herbal Detox Drink – Enhanced with MetaBoost Eliminating Need for PreCleanse – Plus Sticker

Sold by: [Prime-Global](#)

Return window closed on Jan 31, 2023

~~\$49.99~~

Condition: New

 Buy it again

[Write a product review](#)

[Archive order](#)

EXHIBIT K

**Details for Order #112-3119192-3081862**[Print this page for your records.](#)**Order Placed:** March 21, 2023**Amazon.com order number:** 112-3119192-3081862**Order Total: \$37.70****Not Yet Shipped****Items Ordered**

1 of: *Detoxify – Green Clean Herbal Cleanse - Honey Tea Flavor – (2) x 4 oz Bottles – Herbal Detox Drink – Burdock Root Extract & Green Tea Metaboost - Plus Sticker* **Price** \$34.99

Sold by: Prime-Global ([seller profile](#))

Condition: New

Shipping Address:

Luis P
2326 N BATAVIA ST STE 120
ORANGE, CA 92865-2020
United States

Shipping Speed:

FREE Prime Delivery

Payment information**Payment Method:**

Visa | Last digits: 1946

Item(s) Subtotal: \$34.99

Shipping & Handling: \$0.00

Total before tax: \$34.99

Estimated tax to be collected: \$2.71

Grand Total:\$37.70**Billing address**

Luis P
2326 N BATAVIA ST STE 120
ORANGE, CA 92865-2020
United States

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EXHIBIT L

[Your Account](#) › [Your Orders](#) › [Order Details](#)


Order Details

Ordered on March 21, 2023 | Order# 112-3119192-3081862

[View or Print invoice](#)

Shipping Address Luis P 2326 N BATAVIA ST STE 120 ORANGE, CA 92865-2020 United States	Payment Method  **** 1946	Order Summary Item(s) Subtotal: \$34.99 Shipping & Handling: \$0.00 Total before tax: \$34.99 Estimated tax to be collected: \$2.71 Grand Total: \$37.70
▼ Transactions		

Delivered Mar 23, 2023
Your package was delivered. It was handed directly to a resident.




Detoxify – Green Clean Herbal Cleanse - Honey Tea Flavor – (2) x 4 oz Bottles – Herbal Detox Drink – Burdock Root Extract & Green Tea Metaboost - Plus Sticker

Sold by: Prime-Global

\$34.99

Condition: New

 Buy it again

Track package

Return items

Share gift receipt

Leave seller feedback

Write a product review

Archive order

CERTIFICATE OF SERVICE

I am employed in the County of Orange; I am over the age of eighteen years and not a party to the within entitled action; my business address is 15615 Alton Parkway, Suite 270, Irvine, California 92618. I am a registered user of the CM/ECF system for the United States District Court for the Central District of California.

On April 17, 2023, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system. To the best of my knowledge, all counsel to be served in this action are registered CM/ECF users and will be served by the CM/ECF system.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on April 17, 2023, at Irvine, California.

/s/ T. Kevin Roosevelt
T. Kevin Roosevelt